



City of Sunnyvale
550 Remington Drive
P.O. Box 3707
Sunnyvale, CA 94088-3707
(408) 730-7751

Community Center Policies

Reservation Procedures

Reservations can be made over the phone with a Mastercard or Visa, or in person at the Sunnyvale Recreation Building Monday through Friday between the hours of 1:00pm and 5:00pm.

All rentals must be paid for in advance. A security deposit, paid by cash, check or credit card, is required at the time of the reservation to reserve a room for any event. The balance must be paid no later than 30 days prior to the event. If payment is not received 30 days prior to the event, the City of Sunnyvale will cancel your reservation and withhold the security deposit.

Once the balance of the permit is paid, the security deposit will become a damage deposit. Please see policies regarding damage deposits on the following pages.

Reservations can be made one year to the day in advance of your event.
Reservations must be made a minimum of 14 days in advance.

Reservations for the Community Center on designated City holidays will require approval by the Facilities Coordinator. Special holiday rates may apply at staff discretion.

Groups composed of minors (under 18 years old) must be supervised by 1 adult for every 20 minors while they are using the facilities. The permit must be issued to the adult supervising the function. Permits will only be issued to individuals between 18-21 years of age for events without alcohol.

Rental Time Requested

Rental times are required upon making the reservation. Rental fees are applied for preparation and actual program time. The hour following an event is to be used by the customer for cleaning ONLY. The permittee will be obligated to pay for additional set-up time required by the caterer.

All activities must be concluded no later than 12:00 a.m. (including clean-up time). All persons associated with your event must vacate the premises when the permitted time expires. Events that go over actual program time will have one hour's worth of fees withheld from the damage deposit for every 15 minutes that pass.

Permit Changes/Revisions

A \$25.00 administrative fee will be assessed for all revisions with the exception of additional time added to an existing permit.

A minimum of 30 days advance notice is required to revise an existing permit and to add an alcohol damage deposit.

The permittee shall be required to pay for additional services or equipment that are not required/requested.

Changes/revisions to an existing permit will not be allowed within 30 days prior to the scheduled date.

Cancellation Policy

The City of Sunnyvale reserves the right to cancel any reservation contract and/or equipment request upon two weeks notice. This shall be done when it is deemed necessary to do so and in consideration of the First Amendment Rights of the applicant.

To receive a refund, please inform the Reservation Office 30 days in advance for all cancellations and revisions. A \$25.00 administrative fee will be assessed for all cancellations.

If for any reason an event is cancelled within 30 days prior to its scheduled date, all rental fees associated with that event will be withheld. The damage deposit will be refunded.

Refunds/Damage Deposit Refunds

Refunds will be mailed to the permittee. If the permittee paid by check or cash, a check will be mailed for the appropriate amount approximately 4 to 6 weeks after the date of the event or after a cancellation has been made. If the permittee paid by credit card, the permittee's credit card will be credited for the appropriate amount with 2-3 weeks following the event or cancellation request.

Damage deposit refunds will be processed after your event if the facility is left in a satisfactory condition, nothing is broken, and the event ends at its scheduled time.

The City will deduct from the damage deposit additional charges relating to, but not limited to, additional maintenance time, additional facility use time and equipment or property damage during your event.

If Public Safety is called to address an issue or disturbance at your event at any time, your damage deposit will be withheld.

The City reserves the right to hold the users damage deposit in its entirety if user does not follow specified City policies. This will hold true regardless of who (permit holder, guest, or agent of permit holder) was responsible for the breach of policy.

Catering/Alcohol/Insurance Information

If you choose to have your event catered, you must have your caterer complete the attached "Catering Agreement" form. The Completed "Catering Agreement" form will be due a minimum of 30 days prior to the event. Failure to submit the completed form when due will result in the cancellation of your event and the loss of all associated fees.

NOTE: There are no potlucks permitted in the Orchard Pavilion, and only qualified caterers who have met the criteria set forth in the "Catering Agreement" will be allowed to utilize the kitchen facilities in the Senior Center.

Liability Insurance will be required for any event hosted in the Ballroom, Community Room or Orchard Pavilion where alcohol is present.

A General Liability Insurance policy in the amount of \$1 million will be required with the City of Sunnyvale listed as an additional insured with wording as follows:

"The City of Sunnyvale, its officers, agents, and employees are hereby named as additionally insured"

Proof of insurance and the accompanying endorsement must be submitted a minimum of 30 days prior to the event. Failure to do so will result in cancellation of the event and the loss of all associated fees.

Facility Attendant

A Facility Attendant will unlock and lock the facility, answer any questions, and enforce all rules of operation. An attendant(s) will set up the room prior to the designated time allowed for preparation and assist with additional tasks as necessary. Please report all spills and any problems to the attendant immediately.

Room Set-Up and Special Request

The Facilities Coordinator must approve decorations, special requests, and the room set-up diagram.

A room set-up diagram will be included in a your reservation packet. A Facility Attendant will set-up all tables and chairs according to the sketch on the set-up diagram. The Room will be set-up by the time the program/event begins. This document will be due 30 days prior to the event. Failure to receive a room set-up diagram will result in no set-up before the renter arrives.

Pins, tape, or staples into the walls and partitions in the Orchard Pavilion are prohibited. Decorations must be self-standing in the Orchard Pavilion. No confetti, glitter, silly string, or fog machines permitted in rooms in the Senior Center and the Recreation Center.

If the permittee should, for any reason, be unavailable during an event, it is his/her responsibility to nominate a representative to act as a point of contact should city staff have any questions or concerns in regards to the event.

The City of Sunnyvale does not guarantee that the fountains will be operational during an event.

Clean-Up Responsibilities

The user has the responsibility of leaving the room as it was originally found. The City of Sunnyvale will furnish NORMAL cleaning supplies such as trash bags, mops, and sponges. Staff will remove all tables and chairs, however it is the user's responsibility to clean them. Use the attached "Clean-Up Responsibility Policy Form" on the day of the event. This form can be used as a checklist to ensure that the user adheres to all clean-up responsibilities. The permittee is given up to 1 hour to clean the facility following the conclusion of an event. This time is used specifically to clean.

General Regulations

Each guest at an event must obey all applicable City, State and Federal rules, ordinances, laws and regulations. Failure to obey the rules and regulations will result in cancellation of the permit. Additionally, you may be asked to leave the facility and/or be subject to legal action.

Food and drinks are prohibited on the stage in the Orchard Pavilion.

The person or organization to whom the permit is issued assumes all responsibility for use of the facility. Permits cannot be transferred, assigned or sublet. The permit holder or their delegate must be in attendance at all times.

Only City of Sunnyvale vehicles are allowed on Community Center grounds. You may park only in designated parking areas, including the time spent loading and unloading your vehicle.

The rooms reserved exclusively for your activity are included on your permit. You may not use other rooms in the facility.

The City has the right to assign a staff member to supervise the event.

Gambling is prohibited. Gambling is defined as: "giving of value for the possibility of obtaining the operation of an element of chance."

Commercial or profit-making activities are not allowed. You may not charge admission fees, sell products, or solicit donations without prior special approval by the Department Director or the assigned representative.

Smoking is prohibited within twenty feet of any entrances, exits, or operable windows.

Specific fire code regulations must be followed for candle usage. No open flames allowed. Please call the Reservation Office for further details.

The display of banners and/or signs is prohibited.

No soliciting is allowed in or around the Community Center.

The City of Sunnyvale is not responsible for accidents, injury, illness, or loss of group or individual property.

Specific fire code regulations must be followed for candle usage. No open flames allowed. Call the Reservation Office for further details.

Proof of insurance may be required, depending on the type of event.

Birdseed may be thrown outside the Community Center at wedding receptions; no rice is allowed.

Anyone violating the established rules and regulations or constituting a public nuisance may be required to leave the facility and your deposit may be withheld.

Please do not offer gratuities to City employees as they have been instructed not to accept them.



CITY OF SUNNYVALE RECREATION DIVISION CATERER AGREEMENT

Individuals or companies wishing to cater a function (hereinafter referred to as "caterer") in the Ballroom, Community Room, or Orchard Pavilion must agree to the following statement of terms and conditions and provide all of the information requested. This document must be completed and submitted to the reservation office no later than 30 days prior to an event. Failure to submit this document in the specified time or failure to meet its requirements in full will result in the loss of all fees associated with an event and cancellation of the reserved date.

1. Caterer agrees to comply with the Facilities Use Policies and Procedures documents which I have received and read.
2. Caterer agrees to comply with all applicable Federal, State, County and City laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting performance of the Agreement.
3. Caterer understands that neither the City, City Council, the Director of Parks and Recreation, nor any other officer, authorized assistant, or agent of the City of Sunnyvale shall be personally responsible for any liability arising from any catering transaction or service provided by caterer.
4. Caterer is listed as a certified food service establishment or caterer with the Santa Clara County Health Department. Caterer holds a valid **Santa Clara County Health Department Food Permit**. Please attach copy.

Permit Number _____
Expiration Date _____

5. Caterer holds a valid **City of Sunnyvale Business License**.
This is a requirement for doing business in the City of Sunnyvale (Sunnyvale Municipal Code §5.04.100). Please attach copy.

License Number _____
Expiration Date _____

6. Caterer may serve wine and beer on the premises with the proper damage deposit. If wine and beer are served, they must be served in conjunction with a meal. The sale of alcoholic beverages is prohibited without prior approval from the Director of Parks and Recreation. Proof of applicable ABC license must be submitted at least 30 days in advance if a special permit has been issued. Also, hard liquor is prohibited without the proper ABC license; proof of which must be provided at least 30 days in advance.
7. Caterer agrees to indemnify, defend and hold harmless City, its officers and employees from any and all claims, demands, actions, causes of action, losses, damages, liabilities, known or unknown, and all costs expenses, including reasonable attorneys' fees in connection with any injury or damage to persons or property arising out of or in any way connected with the act, omission or negligence of such business, its officers, employees, agents, subcontractors or any officer, agent or employee thereof in relation to my company's performance under this Agreement.

8. **LIABILITY INSURANCE.** CATERER shall take out and maintain during the life of any agreement, to provide caterer's service on City Property, such Bodily Injury Liability, Property Damage Liability, and Product Liability Insurance, as shall protect caterer and any subcontractor for performing work covered by this agreement from claims for damages for bodily injury, including accidental death, as well as from claims for property damage. This insurance shall include both Premises and Products coverage to limits of at least \$1,000,000 per occurrence. THE CITY OF SUNNYVALE SHALL BE NAMED ADDITIONAL INSURED ON ANY CONTRACTS OF INSURANCE UNDER THIS PARAGRAPH WITH THE FOLLOWING STATEMENT:

"The City of Sunnyvale, its officers, agents, and employees are hereby named as additionally insured."

Attach a Certificate of Insurance and Endorsement to this agreement. The Certificate will include, in addition to a general statement of the types and dollar limits of coverage, a statement "that the insuring company will not make any material change in the coverage, or cancel the policy, without giving thirty (30) days prior notice to the City."

PROOF OF CERTIFICATE OF INSURANCE AND ENDORSEMENT MUST BE ATTACHED.

Caterer understands that the City is in no way endorsing caterer's services or quality of food, nor is the City responsible for payment of any services rendered to any organization or group, other than services the City agrees to and contracts, other than services the City expressly agrees to in accompanying rental policies.

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Executed on _____ in _____, CA.
(Date) (City)

COMPANY (Caterer) _____

ADDRESS _____

TELEPHONE _____ **FAX** _____

AUTHORIZED REPRESENTATIVE OF COMPANY (type or print) **TITLE**

SIGNATURE OF AUTHORIZED REPRESENTATIVE **WEB SITE NAME**

Attachments to be submitted with this form (copies of):

- 1) Caterer's Santa Clara County Health Department Food Permit
- 2) Caterer's City of Sunnyvale Business License
- 3) Certificate of Insurance and Endorsement (See required wording)
- 4) ABC License for Hard Liquor (if applicable)



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Clean-up Responsibility Policies-Community Center

These guidelines will serve to highlight the responsibilities on the part of both Sunnyvale City staff and the user.

STAFF

The City of Sunnyvale does provide staffing for events. The primary function of the staff is to set-up all tables and chairs prior to an event and to remove all tables and chairs following an event. They will be responsible for light clean-up services only. A facility attendant(s) will remain on the premises for the span of the event. The attendant(s) will provide the user with guidance for all of the items listed below. They will also provide any clean-up materials to aid in cleaning, such as brooms, mops, and trashbags.

USER

The user bears the responsibility of leaving the facility in the same condition as it was found. Failure to comply will lead to forfeiture of all or part of the permittee's damage deposit.

In Order to ensure a full reimbursement of the damage deposit, the user must meet the following criteria:

- Floors are swept and mopped (if necessary) and restored to the same conditions at the start of the event
- All bottles, cans, cups, etc. are removed from the premises and put in the proper recycling bin
- Tables and chairs wiped clean of food and beverage spills
- Any "wet spills" on floor mopped (wet spills must be addressed at the time they occur)
- Trash bagged and transferred to the designated area
- Kitchen area clean and cleared of any food or debris (Ballroom and Orchard Pavilion only)
- Wet bar area clean, including countertop (Ballroom only)
- Patio area clean, including the removal all cans, bottles, cups, etc

Additionally, events must conclude at the time specified on the Reservation Contract. The City of Sunnyvale does not permit adding additional time to a function the day of the event. If for any reason time does exceed designated for clean up, the permittee's damage deposit will be forfeited and public safety may be dispatched.

Before departing, it is of utmost importance that the user checks with the staff supervisor to ensure that the facility is in fact "clean." This will aid, however not guarantee, in insuring the entire amount of the damage deposit is reimbursed to the permittee.